

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE LODGE #5 AND CITY OF PHILADELPHIA

RE: POLICE OFFICER SHELDON FITZGERALD, PR# [REDACTED] DISMISSAL

*SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Fraternal Order of Police Lodge No. 5 ("Lodge 5") and the City of Philadelphia ("City") are parties to an effective collective bargaining agreement; and,

WHEREAS, FOP Lodge 5 filed a grievance on behalf of bargaining unit member Police Officer Sheldon Fitzgerald, contending that the city violated the collective bargaining agreement when it dismissed Sheldon Fitzgerald from employment with the City's Police Department; and

WHEREAS, Sheldon Fitzgerald was employed by the City of Philadelphia as a police officer, and a member of the bargaining unit represented by Lodge 5, and covered by the provisions of said agreement; and,

WHEREAS, the City terminated Sheldon Fitzgerald for alleged misconduct which led to the his dismissal, and;

WHEREAS, the City denies that it has violated the collective bargaining agreement or Civil Service Regulations, and;

WHEREAS, The City and Lodge 5 desire to resolve this matter without further litigation;


NOW THEREFORE, The City, Sheldon Fitzgerald and Lodge 5 agree as follows:

1. The City shall reinstate Sheldon Fitzgerald to his former position as police officer with the Philadelphia Police Department. The Police Department shall reduce his discipline from the dismissal to a (30) day suspension. He shall be charged with a (28) day suspension under Section 1.00 and (2) days under Section 4.20 of the Disciplinary Code.
2. Sheldon Fitzgerald shall be returned to employment per paragraph 1, and shall be reinstated with back pay and benefits less interim wages. Sheldon Fitzgerald shall retain his original seniority date and have the option to purchase his lost pension time by paying both the employee and city contribution.
3. In addition, Sheldon Fitzgerald shall have the balance of his accrued sick time at the time of his termination be reinstated.
4. In further consideration for the foregoing, the officer releases the City, it's departments, officials, agents, and employees from any claims they had, have, or may have arising out of the subject matter of the alleged misconduct which led to the dismissal. The officer further release Lodge 5, its employees, its members, and agents, from any claims they had, have, or may have arising out of the subject matter of the alleged misconduct which led to the dismissal, including but not limited to claims of breach of duty of fair representation.

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5. Nothing in this agreement shall be construed as an admission by the City that the subject matter of this incident is arbitrable under the provisions of the parties' collective bargaining agreement by the City that it violated the parties' collective bargaining agreement.
6. This agreement shall be without precedent, and without prejudice to any claims, defenses or arguments, that any party hereto shall have in any other proceeding between or among them.
7. By entering into the Agreement, all parties acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions enter into this agreement, and agree to be bound thereby.

WHEREFORE, The City, Sheldon Fitzgerald, Lodge 5, intending to be legally bound hereby, enter into this agreement this ____ day of, June 2011.


For: FCP Lodge #5 Date


For: The City of Philadelphia Date

 6-27-11
Officer: Sheldon Fitzgerald Date